

**SEALED**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO:10-60318-CR-MARRA(s)**

**18 U.S.C. §371  
18 U.S.C. §666  
18 U.S.C. §1341  
18 U.S.C. §2  
26 U.S.C. §7206**

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STEVEN M. LARMORE  
CLERK U.S. DIST. CT.  
S.D. OF FLA.-FTL

**UNITED STATES OF AMERICA,**

**v.**

**ADIL OSMAN,  
THOMAS KENNEDY,  
PAUL CHAIET,  
RICHARD COHEN,  
ROBERT ANDREI,  
THOMAS PACCHIOLI,  
JOHN W. HUNTER,  
LOUIS COLUMBO and  
DORECE GORDON,**

**Defendants,**

**INDICTMENT**

**THE GRAND JURY CHARGES THAT:**

**INTRODUCTION**

At all times material to this Indictment:

1. Memorial Regional Hospital, located in Hollywood, Florida, was the flagship facility of the Memorial Healthcare System, an organization that received federal assistance in excess of \$10,000 during each of the following one-year periods: January 1, 2004 through December 31, 2004; January 1, 2005 through December 31, 2005; January 1, 2006 through December 31, 2006; January 1, 2007 through December 31, 2007; January 1, 2008 through December 31, 2008;

and January 1, 2009 through February 25, 2009. The federal assistance was under federal programs, such as medicare and medicaid, involving grants, contracts, subsidies, loans, guarantees, insurance and other forms of federal assistance.

2. Memorial Hospital West, located in Pembroke Pines, Florida, was one of five other facilities within the Memorial Healthcare System, an organization that also received federal assistance in excess of \$10,000 during each of the following one-year periods: January 1, 2004 through December 31, 2004; January 1, 2005 through December 31, 2005; January 1, 2006 through December 31, 2006; January 1, 2007 through December 31, 2007; January 1, 2008 through December 31, 2008; and January 1, 2009 through February 25, 2009.

3. The Facilities Management Department of Memorial Regional Hospital and Memorial Hospital West was tasked with the interior and exterior maintenance of hospital buildings, grounds and systems. The department dealt with new construction, preventative maintenance on such items as plumbing and air conditioning, pressure cleaning of the exterior structures, landscaping of the property and renovations of the facilities, to include repairs, repainting and re-flooring.

4. In order to perform the functions described in paragraph 3, the Facilities Management Department of Memorial Regional Hospital contracted with outside vendors to provide the needed products and services. Team leaders in the department were authorized to unilaterally select the vendors outright on tasks that cost less than \$10,000 but were required to obtain bids from at least three vendors on tasks that cost more than \$10,000. All vendor contracts required signature approval by the team leaders' supervisor, D.G.

5. Defendant ADIL OSMAN was an agent and employee of Memorial Hospital West,

whose duties as a Director of Facilities Management in the Facilities Management Department included contracting with vendors for the purchase of goods and services for Memorial Hospital West from June 7, 2004 until July 10, 2008. Defendant Osman was authorized to unilaterally select the vendors outright on tasks that cost less than \$10,000 but was required to obtain bids from at least three vendors on tasks that cost more than \$10,000. All vendor contracts required signature approval by his supervisor.

6. Co-conspirator Elliot Gordon was an agent and employee of Memorial Regional Hospital, whose duties as a Team Leader in the Facilities Management Department included contracting with vendors for the purchase of goods and services for the hospital from February 13, 1995 until September 20, 2007.

7. Co-conspirator Anthony Merola was an agent and employee of Memorial Regional Hospital beginning on September 22, 1997, whose duties as a Team Leader in the Facilities Management Department, from January 22, 2006 until February 25, 2009, included the contracting with vendors for the purchase of goods and services for the Hospital.

8. Defendant Dorece Gordon was the wife of Elliot Gordon and the president of Dorece Consulting Inc., a company incorporated on August 9, 2005 and located at their residence in Lake Worth, Florida.

9. R.M. was the wife of co-conspirator Anthony Merola and the president of RSM&F Enterprises, a company incorporated on January 1, 2007 and located at their residence in Lake Worth, Florida.

10. Whitehead Industries was a Florida company, with the president listed as T.W., incorporated on August 2005 and located at the residence of T.W. in Boynton Beach, Florida.

11. NR Industries was a Florida company, with the president listed as N.R., incorporated in January 2007 and located at the residence of N.R. in Margate, Florida.

12. Defendant THOMAS KENNEDY was a registered and “active” vendor of the Memorial Healthcare System and the listed owner of Hiatus Road Nursery, Inc. and Quality Contracting Services of South Florida, Inc. as well as the putative owner of Home and Garden Services of South Florida Inc. and Total Property Contracting, Inc. These companies received payments as follows:

a. From March 14, 2005 through February 14, 2008, Quality Contracting Services of South Florida, Inc received payments from Memorial Hospital West in the amount of \$299,438.35.

b. From January 3, 2005 through April 12, 2007, Home and Garden Services of South Florida Inc. received payments from Memorial Regional Hospital in the amount of \$652,022.42.

c. From September 7, 2007 through October 10, 2007, Total Property Contracting, Inc. received payments from Memorial Hospital West in the amount of \$17,403.20.

d. From January 27, 2005 through January 24, 2008, Total Property Contracting, Inc. received payments from Memorial Regional Hospital in the amount of \$781,777.80.

13. Defendant PAUL CHAIET was a Certified Public Accountant who was the listed registered agent for Dorece Consulting Inc., Whitehead Industries Inc, Flooring Renovations & Construction, Inc., Paul’s Air Time of Florida, Inc., JCO Broward, Inc., Dania Services, Inc. and J.C. Outlets, Inc. as well as the putative owner of Jade Paint & Interiors, Inc. These companies received payments as follows:

a. From August 8, 2005 through November 30, 2006, Paul’s Air Time of Florida, Inc.

received payments from Memorial Hospital West in the amount of \$521,800.

b. From September 2, 2004 through November 29, 2007, J.C. Outlets, Inc. received payments from Memorial Hospital West in the amount of \$367,959.25 and payments from Memorial Regional Hospital in the amount of \$1,464,671.73 for total payments from the Memorial Healthcare System of \$1,832,630.98.

c. From September 7, 2007 through December 24, 2008, JCO Broward, Inc. received payments from Memorial Regional Hospital in the amount of \$441,155.

d. From February 9, 2007 through March 27, 2008, Dania Services, Inc. received payments from Memorial Regional Hospital in the amount of \$153,805.25

14. Defendant RICHARD COHEN was a registered and "active" vendor of the Memorial Healthcare System and the listed owner of Custom Flooring Inc., Custom Cabinets and Remodeling Inc. and Custom Granite & Marble, Inc., as well as the putative owner of Reliable Commercial Services. These companies received payments as follows:

a. From September 20, 2006 through July 7, 2008, Custom Flooring Inc. received payments from Memorial Hospital West in the amount of \$1,307,824.

b. From March 15, 2007 through February 5, 2009, Custom Flooring Inc. received payments from Memorial Regional Hospital in the amount of \$1,017,938.92.

c. From October 11, 2007 through July 3, 2008, Custom Cabinets and Remodeling Inc. received payments from Memorial Hospital West in the amount of \$350,430 and, from April 14, 2008 through January 22, 2009, payments from Memorial Regional Hospital in the amount of \$198,717.50.

d. From May 1, 2007 through July 3, 2008, Reliable Commercial Services received

payments from Memorial Hospital West in the amount of \$1,057,735 and, from May 6, 2008 through February 5, 2009, payments from Memorial Regional Hospital in the amount of \$42,250.

15. Defendant ROBERT ANDREI was a registered and “active” vendor of the Memorial Healthcare System and the listed owner of City Sewer Cleaners, Inc. and Gator Drain Cleaning Equipment. These companies received payments as follows:

a. From January 3, 2005 through July 4, 2008, City Sewer Cleaners, Inc. received payments from Memorial Hospital West in the amount of \$772,230.01 and, from January 3, 2005 through February 9, 2009, payments from Memorial Regional Hospital in the amount of \$384,606.

b. From January 1, 2006 through July 4, 2008, Gator Drain Cleaning Equipment received payments from Memorial Hospital West in the amount of \$425,276.50 and, from January 21, 2005 through September 20, 2007, payments from Memorial Regional Hospital in the amount of \$2,767.45.

16. Defendant THOMAS PACCHIOLI was a registered and “active” vendor of the Memorial Healthcare System and the listed owner of Pacman Data, Voice & Electric, Inc.

a. From April 3, 2005 through July 8, 2008, Pacman Data, Voice & Electric, Inc. received payments from Memorial Hospital West in the amount of \$1,069,831.51 and, from February 1, 2005 through February 23, 2009, payments from Memorial Regional Hospital in the amount of \$1,743,861.02.

17. Defendant JOHN W. HUNTER was a registered and “active” vendor of the Memorial Healthcare System and the listed owner of John Hunter Enterprises, LLC.

a. From March 21, 2005 through January 4, 2007, John Hunter Enterprises, LLC received payments from Memorial Hospital West in the amount of \$354,426 and, from February 22, 2005 through December 24, 2008, payments from Memorial Regional Hospital in the amount of \$1,544,331.27.

18. Defendant LOUIS COLUMBO was a registered and "active" vendor of the Memorial Healthcare System and the listed owner of Blue Shell Creative, Inc. and Jade Paint & Interiors, Inc.

a. From December 23, 2007 through February 5, 2009, Jade Paint & Interiors, Inc. received payments from Memorial Regional Hospital in the amount of \$318,247.07.

**COUNT ONE**

19. From an exact time unknown to the Grand Jury, but at least as early as on or about July 31, 2003, and continuing through in or about February 2009, at Broward and Palm Beach Counties, in the Southern District of Florida, the defendants,

**TOM KENNEDY,  
PAUL CHAIET,  
RICHARD COHEN,  
ROBERT ANDREI,  
THOMAS PACCHIOLI,  
JOHN W. HUNTER and  
LOUIS COLUMBO,**

did knowingly and willfully combine, conspire, confederate, agree and reach a tacit understanding with each other and with other persons known and unknown to the grand jury to commit an offense against the United States, that is, to corruptly give, offer, and agree to give a thing of value, that is, monetary and non-monetary kickback payments, to employees/agents of the Facilities Management Department of Memorial Regional Hospital and Memorial Hospital

West, who were tasked with the interior and exterior maintenance of hospital buildings, grounds and systems, intending to influence and reward said employees/agents of Memorial Regional Hospital and Memorial Hospital West, organizations that received federal assistance in excess of \$10,000 during each of the calendar years from 2004 through 2008, in connection with a transaction and series of transactions of Memorial Regional Hospital and Memorial Hospital West, involving more than \$5,000, in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

#### **OBJECT OF THE CONSPIRACY**

20. It was the object of the conspiracy that the defendants would unjustly enrich themselves, as vendors of Memorial Regional Hospital and Memorial Hospital West, while concealing that Elliot Gordon and Anthony Merola, co-conspirator employees/agents of the Facilities Management Department of Memorial Regional Hospital and defendant ADIL OSMAN of the Facilities Management Department of Memorial Hospital West, were receiving kickback payments for the execution of their duties.

#### **MANNER AND MEANS OF THE CONSPIRACY**

21. It was a part of the conspiracy that the defendants would pay monetary and non-monetary kickbacks to employees/agents of the Facilities Management Department of Memorial Regional Hospital and Memorial Hospital West in exchange for being selected to perform maintenance of hospital facilities.

22. It was a further part of the conspiracy that the defendants would knowingly substantially inflate the vendor invoices submitted to Memorial Regional Hospital and Memorial Hospital West above the actual costs of labor and/or materials in order to pay kickbacks to



employees/agents of the Facilities Management Department of Memorial Regional Hospital and Memorial Hospital West.

23. It was a further part of the conspiracy that the defendants established corporations in co-conspirators' families' names to serve as conduits for concealment of kickback payments made to employees/agents of the Facilities Management Department of Memorial Regional Hospital.

#### OVERT ACTS

24. In furtherance of the conspiracy and to advance the objects thereof, the defendants committed one or more of the following overt acts in the Southern District of Florida:

a. From on or about January 20, 2004, to on or about March 30, 2007, defendant THOMAS KENNEDY made cash payments to co-conspirator Elliot Gordon as kickback payments, each cash delivery constituting an overt act in furtherance of the conspiracy.

b. In or about June 2004, defendant ROBERT ANDREI introduced co-conspirator Joseph Badelich to co-conspirator Elliot Gordon to establish a vendor relationship with Memorial Regional Hospital.

c. In or about June 2004, defendant PAUL CHAIET established a vendor corporation, Flooring Renovation & Construction, Inc., in order to receive Memorial Regional Hospital vendor payments and facilitate the kickback arrangement between co-conspirators Joseph Badelich and Elliot Gordon.

d. From on or about November 3, 2004, to on or about March 30, 2007, defendant PAUL CHAIET established Post Office Boxes for companies such as JCO Outlets, JCO Broward and Dania Services in order to receive Memorial Regional Hospital vendor payments, each

establishment of a post office box constituting an overt act in furtherance of the conspiracy..

e. From on or about November 3, 2004, to on or about March 30, 2007, defendant PAUL CHAIET and co-conspirator Joseph Badelich cashed corporate checks in order to make and conceal kickback payments to co-conspirator Elliot Gordon, each cashing of a check constituting an overt act in furtherance of the conspiracy.

f. From in or about November 2004 to in or about August 2008, defendant JOHN W. HUNTER and co-conspirator Joseph Badelich made deliveries of cash to co-conspirators Elliot Gordon and Anthony Merola as kickback payments, each cash delivery constituting an overt act in furtherance of the conspiracy.

g. In or about August 2005, defendant PAUL CHAIET, along with co-conspirator Elliot Gordon, formed Dorece Consulting Inc. to use as conduits for kickback payments by having vendor payments made to said corporation appear as sub-contractor payments.

h. From on or about September 4, 2005 through on or about October 14, 2006, defendant PAUL CHAIET made kickback payments on behalf of co-conspirator Elliot Gordon in the form of \$80,286 in payments from Flooring Renovation & Construction, Inc. to Whitehead Industries.

i. On or about September 23, 2005 and November 8, 2005, defendant JOHN W. HUNTER made kickback payments on behalf of co-conspirator Elliot Gordon, in the form of checks, in the amounts of \$3673 and \$5137, respectively, from John Hunter Enterprises, LLC to Whitehead Industries.

j. From on or about March 8, 2005 through on or about August 15, 2006, defendant JOHN W. HUNTER made \$9,935 in kickback payments, by checks from John Hunter Enterprises, LLC, on behalf of defendant ADIL OSMAN in the form of \$1440 for gutters,

\$3265 for a deposit on a swimming pool, \$3230 for a fence and \$2000 for cabinets, all installed at defendant OSMAN's home.

k. On or about November 19, 2005, defendant ROBERT ANDREI made a kickback payment, on behalf of co-conspirator Elliot Gordon, in the form of a \$2,400 payment from City Sewer Cleaners, Inc. to Whitehead Industries.

l. On or about September 19, 2006, defendant ROBERT ANDREI made a kickback payment on behalf of co-conspirator Elliot Gordon in the form of a \$4,800 payment from Gator Drain Cleaning Equipment to Whitehead Industries.

m. From on or about October 26, 2006, to on or about May 8, 2007, defendant THOMAS PACCHIOLI provided kickback payments on behalf of co-conspirator Elliot Gordon in the form of a full home electric generator and gas tank installed at the residence of Elliot Gordon, valued at approximately \$18,000.

n. From on or about October 26, 2006, to on or about May 8, 2007, defendant THOMAS PACCHIOLI provided a kickback payment on behalf of co-conspirator Anthony Merola in the form of a portable electric generator for use at the residence of Anthony Merola, valued at approximately \$1,500.

o. From on or about April 13, 2007, to on or about June 13, 2007, defendant THOMAS PACCHIOLI provided a kickback payment on behalf of defendant ADIL OSMAN in the form of a full home electric generator installed at the residence of defendant OSMAN, valued at approximately \$12,000.

p. On or about April 27, 2007, defendant RICHARD COHEN made a kickback payment on behalf of co-conspirator Anthony Merola in the form of a \$6325 payment for custom cabinets

and crown molding, valued at \$12,650, installed at the residence of Anthony Merola.

q. On or about May 15, 2007, defendant RICHARD COHEN made a kickback payment on behalf of co-conspirator Anthony Merola in the form of a \$5000 payment for accordion hurricane shutters, installed at the residence of Anthony Merola.

r. On or about July 31, 2003, defendant THOMAS KENNEDY caused I.M. to form Home and Garden Services of South Florida Inc, in order to conceal his participation as a Memorial Regional Hospital vendor under that company name.

s. On or about June 14, 2004, defendant THOMAS KENNEDY caused A.R. to form Total Property Contracting, Inc. in order to conceal his participation as a Memorial Regional Hospital vendor under that company name.

t. On or about September 8, 2007, defendant RICHARD COHEN made a \$9,500 kickback payment on behalf of co-conspirator Anthony Merola in the form of a deposit on a 2006 Ford F-150 truck.

u. From on or about November 23, 2007 to on or about February 17, 2009, defendant LOUIS COLUMBO made kickback payments on behalf of co-conspirator Anthony Merola in the form of \$98,689 in payments from Blue Shell Creative, Inc. to RSM&F Enterprises.

All in violation of Title 18, United States Code, Section 371.

### **COUNT TWO**

25. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

26. From on or about June 7, 2004, to on or about July 10, 2008, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**ADIL OSMAN,**

did corruptly solicit, demand, accept and agree to accept things of value from a person, that is, cash payments and improvements to his residence, intending to be influenced and rewarded in connection with a transaction and series of transactions of Memorial Hospital West involving \$5,000, that is, vendor contracts to provide goods and services to Memorial Hospital West, in violation of Title 18, United States Code, Section 666(a)(1)(B).

### **COUNT THREE**

27. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

28. From on or about November 10, 2006, until on or about March 28, 2007, at Broward and Miami-Dade Counties, in the Southern District of Florida and elsewhere, the defendant,

**THOMAS KENNEDY,**

did knowingly devise and intend to devise a scheme and artifice to defraud Memorial Regional Hospital and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

### **OBJECT OF THE SCHEME TO DEFRAUD**

29. It was the purpose and object of the scheme and artifice to defraud that the defendant, Thomas Kennedy, would unjustly enrich himself by causing to be prepared and submitted to Memorial Regional Hospital fictitious bid proposals under the names of Home & Garden Services of South Florida Inc. and Total Property Contracting Inc., and thereafter causing Memorial Regional Hospital to mail vendor payment checks to Quality Contracting Services Of South Florida Inc.

### **MANNER AND MEANS OF THE MAIL FRAUD SCHEME**

30. Defendant THOMAS KENNEDY caused I.M. to establish, in his/her name, Home

and Garden Services of South Florida Inc., a Florida corporation, that defendant KENNEDY would control without any active involvement or participation from I.M.

31. Defendant THOMAS KENNEDY caused A.R. to establish, in his/her name, Total Property Inc., a Florida corporation, that KENNEDY would control without any active involvement or participation from A.R.

32. Defendant THOMAS KENNEDY fraudulently used Pro Tech Coatings of South Florida, without the company owner's knowledge or permission, to submit bid proposals to Memorial Regional Hospital.

33. Defendant THOMAS KENNEDY would submit bid proposals, for vendor contracts over \$10,000, that concealed from Memorial Regional Hospital the fact that he controlled Quality Contracting Services of South Florida Inc., Home & Garden Services of South Florida Inc. and Total Property Contracting Inc., all of the companies that were to be selected from as a vendor.

34. Defendant THOMAS KENNEDY, with the assistance of Elliot Gordon, would win multiple bids from Memorial Regional Hospital by using Quality Contracting Services Of South Florida Inc. to submit a lower bid than both Home & Garden Services of South Florida Inc. and Total Property Contracting Inc., thereby controlling the bidding process.

35. Defendant THOMAS KENNEDY, with the assistance of Elliot Gordon, would receive, from the aforesaid fraudulent bidding process, approximately \$207,661 in vendor payment checks that were mailed to Quality Contracting Services of South Florida Inc. from Memorial Regional Hospital.

**USE OF THE MAILS**

36. From on or about November 10, 2006, until on or about March 28, 2007, at Broward and Dade Counties, within the Southern District of Florida and elsewhere, the defendant,

**THOMAS KENNEDY,**

having knowingly devised and intending to devise, and while participating in, a scheme and artifice to defraud Memorial Regional Hospital and to obtain money and property by means of false and fraudulent pretenses, representations and promises, for the purposes of executing the scheme and artifice, and attempting to do so, knowingly caused vendor payment checks to be delivered by United States mail, such items being delivered according to the directions thereon, from Memorial Regional Hospital in Hollywood, Florida to Quality Contracting Services of South Florida Inc. in Miramar, Florida.

All in violation of Title 18, United States Code, Sections 1341 and 2.

**COUNT FOUR**

38. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

39. From on or about September 9, 2006, until on or about July 7, 2008, at Broward and Palm Beach Counties, within the Southern District of Florida and elsewhere, the defendants,

**ADIL OSMAN and  
RICHARD COHEN,**

did knowingly devise and intend to devise a scheme and artifice to defraud Memorial Hospital West and to obtain money and property by means of false and fraudulent pretenses, representations and promises.

### **OBJECT OF THE SCHEME TO DEFRAUD**

40. It was the purpose and object of the scheme and artifice to defraud that the defendants, ADIL OSMAN and RICHARD COHEN, would unjustly enrich themselves by causing to be prepared and submitted to Memorial Regional Hospital fictitious bid proposals under the names of Minuteman Interiors Inc., Flor-Source Enterprises Inc. and ANVI Builders Inc., and thereafter cause Memorial Hospital West to mail vendor payment checks to Reliable Commercial Services Inc.

### **MANNER AND MEANS OF THE MAIL FRAUD SCHEME**

41. Defendant RICHARD COHEN caused K.C. to establish, in his/her name, Reliable Commercial Services Inc., a Florida corporation, that defendant COHEN would maintain financial control of thereafter.

42. Defendant RICHARD COHEN fraudulently used Minuteman Interiors Inc., Flor-Source Enterprises Inc. and ANVI Builders Inc., without their respective company owner's knowledge or permission, to submit bid proposals to Memorial Hospital West.

43. Defendant RICHARD COHEN, with the assistance of defendant ADIL OSMAN, would submit bid proposals, for vendor contracts over \$10,000, that concealed from Memorial Hospital West that he (COHEN) actually controlled Reliable Commercial Services Inc.

44. Defendant RICHARD COHEN, with the assistance of defendant ADIL OSMAN, would conceal from Memorial Hospital West that bid proposals from Minuteman Interiors Inc., Flor-Source Enterprises Inc. and ANVI Builders Inc were fictitious and fraudulent.

45. Defendant RICHARD COHEN, with the assistance of defendant ADIL OSMAN, would win multiple bids from Memorial Hospital West by using either Custom Flooring Inc.,



Custom Cabinets and Remodeling Inc. or Reliable Commercial Services Inc. to submit lower bid proposals than the fictitious and fraudulent bid proposals, thereby controlling the bidding process.

46. Defendant RICHARD COHEN, with the assistance of defendant ADIL OSMAN, won 46 separate bids by fraudulently bidding against himself, therefore causing at least 46 checks to be mailed by Memorial Hospital West, the total payment being approximately \$1,873,322.

#### **USE OF THE MAILS**

47. From on or about September 9, 2006, until on or about July 7, 2008, at Broward and Palm Beach Counties, within the Southern District of Florida and elsewhere, the defendants,

**ADIL OSMAN and  
RICHARD COHEN,**

having knowingly devised and intending to devise, and while participating in, a scheme and artifice to defraud and to obtain money and property by means of false and fraudulent pretenses, representations and promises, specifically to defraud Memorial Hospital West, for the purposes of executing the scheme and artifice, and attempting to do so, knowingly caused vendor payment checks to be delivered by United States mail, such items being delivered according to the directions thereon, from Memorial Hospital West in Pembroke Pines, Florida to Custom Flooring Inc. at either West Palm Beach, Pembroke Pines or Sunrise, Florida; Custom Cabinets & Remodeling Inc. at Wellington, Florida; and Reliable Commercial Services Inc. at Royal Palm Beach, Florida.

All in violation of Title 18, United States Code, Section 1341.

**COUNT FIVE**

48. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

49. From in or about January 2004, to in or about May 2008, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**THOMAS KENNEDY,**

did corruptly give, offer, and agree to give things of value, that is, cash payments, to any person, that is, Elliot Gordon and Anthony Merola, agents and employees of Memorial Regional Hospital, intending to influence and reward Elliot Gordon and Anthony Merola, in connection with a transaction and series of transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Regional Hospital vendor contracts for defendant KENNEDY and corporate entities under his control, in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT SIX**

50. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

51. From in or about June 2004, to on or about February 25, 2009, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

did corruptly give, offer, and agree to give things of value, that is, cash and check payments to Whitehead Industries and R.S.M. & F Enterprises, to any person, that is, Elliot Gordon and Anthony Merola, agents and employees of Memorial Regional Hospital, intending to influence and reward Elliot Gordon and Anthony Merola, in connection with a transaction and series of

transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Regional Hospital vendor contracts for defendant CHAIET and corporate entities under his control, in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT SEVEN**

52. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

53. From in or about March 15, 2007, to on or about February 25, 2009, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**RICHARD COHEN,**

did corruptly give, offer, and agree to give things of value, that is, cash payments to Whitehead Industries and RSM&F Enterprises, to any person, that is, Elliot Gordon and Anthony Merola, agents and employees of Memorial Regional Hospital, intending to influence and reward Elliot Gordon and Anthony Merola, in connection with a transaction and series of transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Regional Hospital vendor contracts for defendant COHEN and corporate entities under his control, in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT EIGHT**

54. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

55. From on or about September 20, 2006, to on or about July 10, 2008, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**RICHARD COHEN,**

did corruptly give, offer, and agree to give things of value, that is, cash payments, to any person,

that is, defendant ADIL OSMAN, an agent and employee of Memorial Hospital West, intending to influence and reward defendant OSMAN, in connection with a transaction and series of transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Hospital West vendor contracts for defendant COHEN and corporate entities under his control, in violation of Title18, United States Code, Sections 666(a)(2) and 2.

**COUNT NINE**

56. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

57. On or about September 19, 2006, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**ROBERT ANDREI,**

did corruptly give, offer, and agree to give things of value, that is, a \$4,800 payment from Gator Drain Cleaning Equipment to Whitehead Industries, to any person, that is, Elliot Gordon, an agent and employee of Memorial Regional Hospital, intending to influence and reward Elliot Gordon, in connection with a transaction and series of transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Regional Hospital vendor contracts for defendant ANDREI and corporate entities under his control, in violation of Title18, United States Code, Sections 666(a)(2) and 2.

**COUNT TEN**

58. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

59. From on or about October 26, 2006, to on or about May 8, 2007, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**THOMAS PACCHIOLI,**

did corruptly give, offer, and agree to give things of value, that is, a full home electric generator, a gas tank and a portable electric generator, to any person, that is, Elliot Gordon and Anthony Merola, agents and employees of Memorial Regional Hospital, intending to influence and reward Elliot Gordon and Anthony Merola, in connection with a transaction and series of transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Regional Hospital vendor contracts for defendant PACCHIOLI, and Pacman Data, Voice & Electric, Inc., in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT ELEVEN**

60. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

61. From on or about April 13, 2007, to on or about June 13, 2007, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**THOMAS PACCHIOLI,**

did corruptly give, offer, and agree to give a thing of value, that is, a full home electric generator, to any person, that is, defendant ADIL OSMAN, an agent and employee of Memorial Hospital West, intending to influence and reward defendant OSMAN, in connection with a transaction and series of transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Hospital West vendor contracts for defendant PACCHIOLI, and Pacman Data, Voice & Electric, Inc., in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT TWELVE**

62. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

63. From on or about March 8, 2005, through on or about August 15, 2006, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**JOHN W. HUNTER,**

did corruptly give, offer, and agree to give a thing of value, that is, \$9,935 in kickback payments by checks from John Hunter Enterprises, LLC, in the form of \$1440 for gutters, \$3265 for a deposit on a swimming pool, \$3230 for a fence and \$2000 for cabinets, to any person, that is, defendant ADIL OSMAN, an agent and employee of Memorial Hospital West, intending to influence and reward defendant OSMAN, in connection with a transaction and series of transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Hospital West vendor contracts for defendant Hunter and John Hunter Enterprises, LLC., in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT THIRTEEN**

64. Paragraphs 1 through 18 above are re-alleged as if fully set forth herein.

65. From on or about November 23, 2007, to on or about February 17, 2009, at Broward and Palm Beach Counties, in the Southern District of Florida and elsewhere, the defendant,

**LOUIS COLUMBO,**

did corruptly give, offer, and agree to give things of value, that is, \$98,689 in payments from Blue Shell Creative, Inc. to RSM&F Enterprises, to any person, that is, Anthony Merola, an agent and employee of Memorial Regional Hospital, intending to influence and reward Anthony

Merola, in connection with a transaction and series of transactions of Memorial Regional Hospital involving \$5,000 or more, that is, the awarding of Memorial Regional Hospital vendor contracts for defendant COLUMBO and Jade Paint & Interiors, Inc., in violation of Title 18, United States Code, Sections 666(a)(2) and 2.

**COUNT FOURTEEN**

66. On or about March 3, 2006, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, a Form 1120S Tax Return of Dorece Consulting Services Inc. for the calendar year 2005. The return was false and fraudulent as to a material matter, in that it represented that Dorece Consulting Services Inc. had gross receipts of \$18,900 and ordinary business income of \$3551, whereas, the defendant then and there knew, the Dorece Consulting Services Inc. 2005 Form 1120S under reported ordinary business income by \$15,349, as there were no legitimate business expenses.

All in violation of Title 26, United States Code, Section 7206(2).

**COUNT FIFTEEN**

67. On or about March 4, 2006, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, a Form 1120 Tax Return, of Whitehead Industries for the calendar year 2005. The return was false and fraudulent as to a material matter, in that it represented that Whitehead Industries had gross receipts of \$20,466 and taxable income of \$86, whereas, as the defendant then and there knew, the Whitehead Industries 2005 Form 1120 under reported ordinary business income by \$20,380, as there were no legitimate business expenses.

All in violation of Title 26, United States Code, Section 7206(2).

**COUNT SIXTEEN**

68. On or about March 16, 2006, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, an Income Tax Return, Form 1040, of taxpayer Elliot Gordon for the calendar year 2005. The return was false and fraudulent as to a material matter, in that it represented that the total income of taxpayer Elliot Gordon, as shown on his 2005 Form 1040 Tax Return was \$52,708 whereas, the defendant then and there knew, taxpayer Elliot Gordon's 2005 Form 1040 Tax Return failed to report \$110,094.42 of income, resulting in additional tax due and owing of \$26,133.

All in violation of Title 26, United States Code, Section 7206(2).



**COUNT SEVENTEEN**

69. On or about February 17, 2007, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, a Form 1120S Tax Return of Dorece Consulting Services Inc. for the calendar year 2006. The return was false and fraudulent as to a material matter, in that it represented that Dorece Consulting Services Inc. had gross receipts of \$61,750 and ordinary business income of \$5720, whereas, as the defendant then and there knew, the Dorece Consulting Services Inc. 2006 Form 1120S under reported ordinary business income by \$56,030, as there were no legitimate business expenses.

All in violation of Title 26, United States Code, Section 7206(2).

**COUNT EIGHTEEN**

70. On or about February 17, 2007, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, a Form 1120 Tax Return, of Whitehead Industries for the calendar year 2006. The return was false and fraudulent as to a material matter, in that it represented that Whitehead Industries had gross

receipts of \$78,030 and ordinary business income of \$1445, whereas, as the defendant then and there knew, the Whitehead Industries 2006 Form 1120 under reported taxable income by \$76,585, as there were no legitimate business expenses.

All in violation of Title 26, United States Code, Section 7206(2).

**COUNT NINETEEN**

71. On or about February 21, 2007, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, an Income Tax Return, Form 1040, of taxpayers Dorece and Elliot Gordon for the calendar year 2006. The return was false and fraudulent as to a material matter, in that it represented that the total income of taxpayers Dorece and Elliot Gordon, as shown on their 2006 Form 1040 Tax Return was \$54,886, whereas, the defendant then and there knew, taxpayers Dorece and Elliot Gordon's 2006 Form 1040 Tax Return failed to report \$175,723 of income, resulting in additional tax due and owing of \$ \$44,876.

All in violation of Title 26, United States Code, Section 7206(2).

**COUNT TWENTY**

72. On or about February 26, 2007, at Lake Worth, Palm Beach County, in the Southern District of Florida and elsewhere, the defendant,

**DORECE GORDON,**

a resident of Lake Worth, Florida, did willfully make and subscribe a 2006 United States Income Tax Return, Form 1040, which was verified by written declaration that it was made under the penalties of perjury and which was filed with the Internal Revenue Service Center in Atlanta, Georgia, which said tax return she did not believe to be true and correct as to every material matter, in that said United States Income Tax Return failed to report cash payments, proceeds received through Whitehead Industries and Dorece Consulting and uncompensated improvements to her residence, in the amount of approximately \$175,723, whereas, she then and there well knew and believed, said income tax return did not accurately report her true and correct income.

All in violation of Title 26, United States Code, Section 7206(1).

**COUNT TWENTY-ONE**

73. On or about February 20, 2008, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, an Income Tax Return, Form 1040, of taxpayer Elliot Gordon for the calendar year 2007. The return was false and fraudulent as to a material matter, in that it represented that the total income of taxpayer Elliot Gordon, as shown on his 2007 Form 1040 Tax Return was \$51,635 whereas, the defendant then and there knew, taxpayer Elliot Gordon's 2007 Form 1040 Tax Return failed to report \$108,147 of income, resulting in additional tax due and owing of \$14,754.

All in violation of Title 26, United States Code, Section 7206(2).

**COUNT TWENTY-TWO**

74. On or about March 10, 2008, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, a Form 1120S Tax Return, of RSM&F Enterprises, Inc. for the calendar year 2007. The return was false and fraudulent as to a material matter, in that it represented that RSM&F Enterprises, Inc. had gross receipts of \$233,894 and ordinary business income of \$33,184, whereas, the defendant then and there knew, the RSM&F Enterprises, Inc. 2007 Form 1120S under reported ordinary business income by \$200,710, as there were no legitimate business expenses.

All in violation of Title 26, United States Code, Section 7206(2).

**COUNT TWENTY-THREE**

75. On or about April 10, 2008, at Dania Beach, Broward County, in the Southern District of Florida and elsewhere, the defendant,

**PAUL CHAIET,**

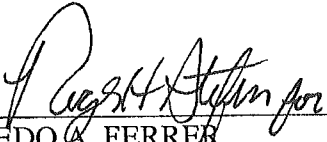
a resident of Dania Beach, Florida, did willfully aid and assist in, and procure, counsel, and advise in the preparation and presentation to the Internal Revenue Service of the United States, an Income Tax Return, Form 1040, of taxpayer Anthony Merola for the calendar year 2007. The return was false and fraudulent as to a material matter, in that it represented that the total


income of taxpayer Anthony Merola, as shown on his 2007 Form 1040 Tax Return was \$77,121, whereas, the defendant then and there knew, taxpayer Anthony Merola's 2007 Form 1040 Tax Return failed to report \$213,975.90 of income, resulting additional tax due and owing of \$58,560.

All in violation of Title 26, United States Code, Section 7206(2).

A TRUE BILL

IN WITNESS WHEREOF

  
WIFREDO A. FERRER  
UNITED STATES ATTORNEY

  
NEIL KARADBIL  
ASSISTANT UNITED STATES ATTORNEY